

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

INGRAM MICRO, INC.,

Plaintiff

v.

Case No. 07-C-0332

RAM DISTRIBUTION, LLC
d/b/a ATOMICPARK.COM,

Defendant.

ORDER ON THE PARTIES' STIPULATED JUDGMENT

Plaintiff, Ingram Micro, Inc., brings this action alleging that Defendant, Ram Distribution, LLC d/b/a AtomicPark.com, is in material breach of two agreements entered into between the parties, as described more fully in the Complaint. Plaintiff seeks a judgment in the amount of \$1,262,786.63, for monies allegedly due and owed to Plaintiff from Defendant pursuant to the terms of those agreements. Plaintiff has appeared by and through its attorneys, Quarles & Brady LLP.

Defendant, appearing by and through its attorneys, Friebert, Finerty & St. John, S.C., agrees to the entry of this Stipulated Judgment, without admission regarding the existence or non-existence of any issue, fact or violation of any law alleged in Plaintiff's Complaint.

NOW, THEREFORE, before the taking of any testimony, and without trial or adjudication, based on the parties' agreement and stipulation, it is hereby **ORDERED, ADJUDGED, AND DECREED**, as follows:

I. Jurisdiction

- A. The Court has jurisdiction over the subject matter of the claims set forth in this Agreement and over the parties to this Stipulated Judgment pursuant to 28 U.S.C. § 1332. This Court has personal jurisdiction over Defendant which, solely for the purposes of this Stipulated Judgment, waives all objections and defenses that it may have to the jurisdiction of this Court, including all objections and defenses to the jurisdiction of this Court it may have asserted previously.
- B. Defendant further agrees that this Court shall retain jurisdiction of this action for the purpose of implementing and enforcing the Stipulated Judgment and for all other appropriate purposes.

II. The Parties

- A. Plaintiff is a Delaware Corporation with its principal place of business in Santa Ana, California. Plaintiff seeks recovery of sums allegedly owed to it by Defendant for goods that Plaintiff supplied to Defendant and for which Defendant has failed to pay Plaintiff.
- B. Defendant is a Wisconsin limited liability company that does business as AtomicPark.com. Defendant does business within the Eastern District of Wisconsin and has a principal place of business in Milwaukee, Wisconsin. Anthony Boldin is the sole member of Defendant. Mr. Boldin is a citizen of the State of Wisconsin. More specifically, Mr. Boldin considers Wisconsin his permanent home, and Wisconsin is where Mr. Boldin lives, exercises his voting rights, pays his taxes, and maintains his drivers license and bank accounts,

among other contacts. This court has venue over this action pursuant to 28 U.S.C. § 1441.

III. Definitions

The following definitions shall be used in interpreting the terms of this Stipulated Judgment:

- A. "Effective Date" means the earliest date on which all parties have signed this Stipulated Judgment.
- B. "Final Approval" means the earliest date on which the Court has approved and entered this Stipulated Judgment as a judgment.

IV. Effect of Entry of Stipulated Judgment

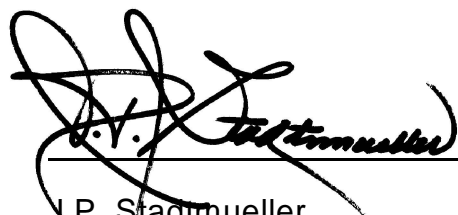
Upon approval and entry of this Stipulated Judgment by this Court, it shall constitute a final judgment between the Plaintiff, on the one hand, and the Defendant, on the other hand, in accordance with its terms.

V. Entry of Final Judgment

This Court directs that this Stipulated Judgment be entered as a final judgment with respect to the Plaintiff's claims against the Defendant in the above-captioned matter. Judgment is hereby entered in favor of Plaintiff and against Defendant in the amount of \$1,262,786.63. The clerk shall enter judgment accordingly.

Dated at Milwaukee, Wisconsin, this 10th day of January, 2008.

BY THE COURT:



J.P. Stadmueller
U.S. District Judge